

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORKUSDC SDNY
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DATE FILED: 6/23/2025----- X
NEPTALI PERALTA, *et al.*,

Plaintiffs,

1:22-cv-10805-GHW

-v -

ORDERCB HOSPITALITY AND EVENTS, LLC, *et al.*,

Defendants.

----- X
GREGORY H. WOODS, United States District Judge:

On August 24, 2024, the parties in this case submitted a proposed settlement agreement for the Court's review pursuant to *Cheeks v. Freeport Pancake House, Inc.*, 796 F.3d 199 (2d Cir. 2015) to determine whether the proposed settlement was fair and reasonable. Dkt. No. 62. On September 24, 2024, the Court found the proposed settlement to be fair and reasonable. Dkt. No. 69. The terms of the proposed settlement became binding on the parties upon the Court's approval. *See* Dkt. No. 62-1 § 6 (the "Settlement Agreement").

The Settlement Agreement required Defendants to pay Plaintiffs a total of \$85,000. An initial payment of \$20,000 was due within thirty days the Court's approval of the agreement. *Id.* § 1(a). Three payments of \$15,000 were then due every thirty days for three consecutive months. *Id.* § 1(b). A final payment of \$20,000 was due within thirty days of the final payment of \$15,000. *Id.* § 1(c). Defendants were jointly and severally liable for these payments. *Id.* at 1. Because the Court approved the Settlement Agreement on September 24, 2024, all payments provided in the Settlement Agreement were due by February 21, 2025.

The Settlement Agreement provided that each defendant would execute a "Confession of Judgment in the amount of \$65,000" corresponding to the amount owed to Plaintiffs following the initial \$20,000 payment. *See id.* § 5(c); Dkt. No. 80-4 (executed Confessions of Judgment).

On May 2, 2025, Plaintiffs moved for an entry of judgment in the amount of \$65,000 against Defendants pursuant to the Settlement Agreement and corresponding Confessions of Judgment. Dkt. No. 79. Pursuant to a prior scheduling order issued by the Court, Defendants' response to Plaintiffs' motion was due by May 16, 2025. Dkt. No. 74. Defendants have not responded to Plaintiffs' motion.¹


The evidence Plaintiffs have submitted in support of their motion demonstrates that Defendants remitted the initial \$20,000 payment due under the Settlement Agreement but have failed to remit any of the additional required payments. *See generally* Dkt. No. 80 ("Julien Affirmation") ¶¶ 17–25; Julien Affirmation, Exs. F, G, H, I, J, K (correspondences between counsel for Plaintiffs and counsel for Defendants regarding Defendants' failure to remit any payments after the initial \$20,000 payment).

The record before the Court demonstrates that Defendants have breached the Settlement Agreement by failing to remit \$65,000 worth of payments due to Plaintiffs thereunder, and that Defendants are jointly and severally liable to Plaintiffs for that amount. Accordingly, the Clerk of Court is directed to enter judgment in the amount of \$65,000 in favor of Plaintiffs Neptali Peralta and Maria Jovita Villanueva. Defendants CB Hospitality and Events, LLC, CB Hospitality and Events II, LLC, CB Hospitality Ventures Holdings Corp., and Chris Barrett are jointly and severally liable for this amount.

The Clerk of Court is further directed to terminate the motions pending at Dkt. No. 70 and Dkt. No. 81.

SO ORDERED.

Dated: June 23, 2025
New York, New York



GREGORY H. WOODS
United States District Judge

¹ On May 28, 2025, the Clerk of Court directed Plaintiffs to refile their motion papers because the papers were filed on ECF in a manner that linked them to the Court's scheduling order rather than to Plaintiffs' motion. Plaintiffs refiled their motion papers later that day.